



Genworth Life PO Box 40005 Lynchburg, VA 24506

Important Change - Decision Required

149864 0 0531 2058 32849 1/10 BIN:2

GARRY M DAVIS 124 LANCASTER AVE PITTSBURGH, PA 15228 The premium on your long term care insurance policy is increasing.

#### You have 4 options:

- 1. Keep your current coverage the same and pay the premium increase
- 2. Elect the Flexible Benefit option and avoid additional increases until at least 2025
- 3. Review and adjust your coverage to reduce your premiums
- Pay nothing more by electing the Contingent Nonforfeiture Benefit

Dear Garry M Davis,

Thank you for choosing Genworth Life Insurance Company for your long term care insurance needs. We value your business and remain committed to providing quality service and being here when you need us the most.

We are writing to let you know that, as a result of higher than expected aggregate policyholder claims costs, the premium on your current long term care coverage will increase from \$948.89 to \$1,138.64 beginning on your next billing anniversary date, August 4, 2022. Please refer to the following pages for more details and other important information about this increase, as well as plans for future increases. Please note that this increase is not specific to you or to any change in your health, age, or claims history.

We appreciate that premium increases can be difficult for our policyholders. To assist you, we are offering you several choices, including the Flexible Benefit option that allows you to adjust your coverage to mitigate both the current and already planned future increases and lock in your new premium until at least 2025. We have also included other alternatives to consider as you evaluate your coverage needs. These options and your personalized information are outlined on the enclosed pages. There may also be additional options available to reduce your premium. We encourage you to discuss them with your financial advisor or a member of our Customer Service Team by calling 855 766.1595 before making a decision.

For additional information regarding premium increases, we encourage you to visit genworth.com/ltcpremiums.

Once again, thank you for being a Genworth Life Insurance Company policyholder.

Sincerely,

Brian K. Haendiges President and Chief Executive Officer

P.S. This premium increase notice is not a bill - you will be billed separately. Please take time to read the *Important Information Regarding This Premium Increase* included with this letter.

enclosures: FBO-COTC 04/26/22, 165226FBO 01/27/22, 165239FBO 03/10/22, 7044END-FBO PA SAMPLE, 134613 08/17/12, 150023 02/02/22

#### Long Term Care Insurance

Premium Increase Notice 05/29/2022 Genworth Life Insurance Company

**Insured:**Garry M Davis

**Policy Number:** AAA5198919

Customer Service: 855 766.1595

M-Th: 8:30 - 6PM ET F: 9 - 6PM ET FAX: 800 876.8220 genworth.com/ltcpremiums



### Coverage Options To Consider

Your long term care insurance policy protects you financially should you require care in the future. However, we understand that evolving financial situations combined with increasing premiums may cause you to re-evaluate your coverage. On the Coverage Options page that follows, we include the Flexible Benefit option and we offer several alternatives for keeping coverage in place and within budget.

Please be aware you may have other ways to reduce your benefits than those shown; contact our Customer Service team for additional quotes by calling 855 766.1595.

### 1. Keep your current coverage and pay the premium increase

The Coverage Options page shows your current benefits and new premium. If you are comfortable with your current coverage, take no action except to pay the increased premium.

#### 2. Overview of the Flexible Benefit option

Currently, payments under your policy are made on a reimbursement basis. This means you may have to show receipts or invoices and you are only reimbursed for your actual expenses, subject to policy limits.

With our Flexible Benefit option, instead of submitting receipts and getting reimbursed for care, we simply pay eligible benefits to you in fixed payment amounts, which vary primarily by whether you are at home, in a nursing home, or in an assisted care facility. **These payments can then be used any way you choose.** If you choose the Flexible Benefit option, you will have:

- 1. A remaining lifetime benefit amount of \$250,000.00. NOTE: This may be significantly less than your current remaining lifetime benefit amount.
- 2. An optional 1% annual compound inflation protection benefit.
- 3. A guarantee that your new premium will not increase until at least January 1, 2025.

For each full calendar month that you qualify, you will receive one of the following:

- Nursing Home Benefit for care in a nursing home you receive 100% of your Monthly Maximum of \$6,945.00
- Assisted Care Facility Benefit for care in an assisted care facility you receive 75% of your Monthly Maximum: \$5,209.00
- Flexible Care Benefit, which you can use to help cover the costs of care outside of a nursing home or assisted care facility, including home care and even care provided by family members - you receive 50% of your Monthly Maximum: \$3,473.00

If you select the optional 1% inflation protection benefit, your Monthly Maximum and remaining lifetime benefit amount will increase 1% each year to help offset rising costs of long term care.

An extended Elimination Period (EP) of 180 days applies to the Nursing Home and Assisted Care Facility benefits and an EP of 90 days applies to the Flexible Care Benefit. The EP is the number of days you must meet applicable benefit eligibility requirements, before your coverage begins to pay benefits.

The premium for this option is shown on the *Coverage Options* page. Fixed monthly payment benefits provided by the endorsement replace other policy payment benefits. Payments are adjusted when you are eligible for benefits for only part of a calendar month and when more than one type of benefit may apply in a calendar month.

For complete details, including information on how to qualify for benefits, please read the accompanying *Important Information Regarding this Premium Increase* and sample Flexible Benefit option endorsement. Only the endorsement has the actual terms of the Flexible Benefit option.

#### 3. Review and Adjust your Long Term Care Coverage

The additional choices shown under "Adjust your coverage" on the following Coverage Options page provide ways for you to tune-up your coverage and keep the benefits most important to you, scale back on benefits that no longer seem as essential, and help keep your premiums within your budget. Each option presented has a set of benefits that, while less than what you currently have, is designed to help you align your long term care insurance to your financial needs.

If you would like a more affordable premium but want your benefits to continue to grow for when you may be ready to claim, you may want to consider Alternative C on the *Coverage Options* page.

Alternative C reduces your monthly maximum and lifetime maximum while maintaining your current 5% compound inflation protection. These increases can double your new monthly maximum and new lifetime maximum in about 15 years (claims may affect how quickly the lifetime maximum increases).

Our Customer Service Team can help you understand how your benefits may increase over time with this option.

As you think about your options, it may be helpful to consider the cost of long term care services. You can find median<sup>1</sup> cost of care information for your area on the *Coverage Options* page. Additional information you can use to estimate future cost of care is available on genworth.com/costofcare.

When thinking about how long covered care may last, the publicly available industry study performed by PwC, indicates the average duration of a long term care event is about three years and approximately 75%-80% of long term care events will cost less than \$250,000<sup>2</sup>.

In addition, while a long term care event can begin at any time, Genworth data has shown that many long term care claims begin between ages 80 and 89. This information is based on many policies and types of long term care policies and is current as of 12/31/19.

**Important:** The enclosed cost of care, long term care event, and claims-related figures (and similar information on Genworth.com) are <u>medians</u>, <u>averages and approximations</u>. Similarly, future cost of care information available on Genworth.com is based on estimates and hypothetical assumptions. Keep in mind, your actual experience may be different. Consider various scenarios and your own circumstances when determining what coverage options are best for you.

#### 4. Pay nothing more

If you do not want to pay further premiums you may have the option of stopping further payments and obtaining a benefit for long term care services approximately equal to the amount of premium paid. Please refer to the *Coverage Options* page, *Important Information Regarding This Premium Increase*, and enclosed endorsement for additional details.

We encourage you to carefully read the enclosed materials before making a decision.

<sup>&</sup>lt;sup>1</sup>The median is the middle value (50% of the costs are above the median, and 50% of the costs are below the median).

<sup>&</sup>lt;sup>2</sup>The formal cost of long-term care services: How can society meet a growing need? The referenced study, initially made available in October 2016, is based on data for the time period 2000-2015 and reports figures in 2016 dollars.

Genworth Life PO Box 40005 Lynchburg, VA 24506 Customer service: 855 766.1595 M-Th: 8:30 - 6PM ET F: 9 - 6PM ET

Fax: 800 876.8220

**Coverage Options** 

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Date: 05/29/22

The median monthly cost of care provided in your area:

In Home Care \$5,339.00 (Based on 44 hours/week)
Assisted Living \$3,250.00 Nursing Home \$10,798.00

Genworth 2021 Cost of Care Study

genworth.com

Register/login to view and select coverage options

Policyholder: Policy number: Garry M Davis AAA5198919

Premium before increase:

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\$948.89 quarterly

You may have other ways to adjust your coverage. If you are interested in other ways to adjust your coverage, please contact our Customer Service Team at 855 766.1595 to discuss your options. Coverage elements that have been changed from your current coverage are indicated in bold below for comparison. The options shown are quotes and may change. Please read all of the information included in these documents before finalizing your decision or call our Customer Service Team to discuss.

Keep your current coverage		2. Elect the Flexible Benefit Option		3. Adjust your coverage		
If you are comfortable with your current level of coverage, pay the increased premium when you receive your next bill. If we don't hear from you by 08/04/22, this 19.997% rate increase will take effect.		If you would like to change your benefits to guarantee no additional premium increases until at least 2025, you may select one of the alternatives below. A detailed description of this option can be found in the enclosed sample Flexible Benefit Option endorsement.		If you are comfortable reducing your benefits, the alternatives below are designed to provide different levels of cost and coverage as you evaluate your current needs.		
Maximum benefit	\$9,822.95 Monthly		for Nursing Home Benefit for Assisted Care Facility Benefit for Flexible Care Benefit	\$5,893.77 Monthly \$8,612.60 Mont		\$8,612.60 Monthly
Benefit period	5 years	Not Applicable		5	years	5 years
Remaining lifetime benefit	\$589,377.00	\$250,000.00	\$250,000.00	\$353,626.20		\$516,756.00
Inflation protection	Compound 5%	Compound 1%	None	Compou		Compound 1%
Elimination Period (Days before benefits begin)	90 days Facility/ 0 days Home Care	180 days Facility/ 90 days Flexible Care Benefit	180 days Facility/ 90 days Flexible Care Benefit	90 days F 0 days Home		90 days Facility/ 0 days Home Care
Quarterly premium 08/04/22	\$1,138.64	A: \$538.89	**B:  \$442.58	c: 🗆 \$	683.19	D: \$948.85
4. Pay nothing more	If you would like to stop paying premiums on your policy, you can choose the option at right. Please read the detailed description of this option in the endorsement and Important Information Regarding This Premium Increase. The benefit \$34				9 Paid up policy benefit ngent Non-Forfeiture	

\*\* By checking this box and signing this form, you acknowledge that the reduction in coverage is below your state benefit minimum for Partnership; and therefore, your policy will no longer be Partnership qualified and you will lose the associated asset protection.

\*\*Please see the reverse of this form for further instructions if you wish to change your coverage.\*\*

Coverage Options
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Date: 05/29/22

Policyholder:

Garry M Davis

Policy number:

AAA5198919

Premium before increase:

\$948.89 quarterly

You do not need to return this form if you are keeping your current coverage. If changing your coverage to one of the options shown, please check the blue box to indicate your choice then sign and return this form by fax (800 876.8220) or mail in the enclosed envelope or elect online by: 08/04/22.

Genworth recommends that you consult with your trusted advisors before making this selection. By signing, you acknowledge your intent to reduce your benefits available to pay for future care.

—▶
40.00

Policyholder Signature

Date

By signing, you represent and agree that (1) we are authorized to process the requested change to your policy, (2) the change will not be effective until reflected in a policy amendment we send to you, (3) the benefits and premiums quoted are subject to confirmation and may change, (4) you have read and understand the information on this form and the enclosed documents, including the *Important Information Regarding This Premium Increase*, and (5) you have either consulted your trusted advisor or made an informed decision not to do so.



Genworth Life Administrative Office: 3100 Albert Lankford Drive Lynchburg, VA 24501

# Important Information Regarding This Premium Increase

from Genworth Life Insurance Company

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#### About this premium increase

This premium increase is based on our expectation of aggregate future claims by our insureds. All policyholders in your class are receiving this rate increase. It is not due to a change in your individual health, age, claims history, or any other individual characteristic. We are implementing this increase in accordance with the laws and regulations of Pennsylvania in which your policy was issued for delivery. States require insurance companies to notify them of a rate increase for long term care policies. Additionally, state regulation requires insurance carriers, like Genworth, to support rate increase requests with actuarial justification. The Premium Increase Notice and Coverage Options page show what your new premium will be if you elect to keep your current coverage. Also shown is the percentage increase for your premium rate, which is a part of your premium. The rate increase percentage shown may vary slightly from the actual percentage of your premium increase. For additional information regarding premium increases, please go to genworth.com/ltcpremiums. In addition, if you are registered on genworth.com, you may select one of the coverage options shown in this letter online.

#### Policy is Guaranteed Renewable and subject to future premium increases

Your long term care insurance coverage is guaranteed renewable, meaning that we cannot cancel or refuse to continue your coverage because of a change in your individual health or age. As long as you pay the required premium on time and have not used all of your benefits, coverage will continue.

Guaranteed renewable does not mean that premiums are guaranteed to remain the same indefinitely. In accordance with the terms of your policy, we reserve the right to change premiums, and it is likely that your premium will increase again in the future. However, if you elect the Flexible Benefit option, your new premium will not increase until at least 2025.

For policies subject to this rate increase, we began providing advance notice of the rate increase to policyholders in 10/2021. Please be aware that, at that time, we planned to request at least 31% in additional rate increases on your policy and policies like yours in the state where your policy was issued. The actual increases we seek may differ. For example, they may be higher or more numerous than the plans described above and any more recently updated plans. To see more current planned premium increase requests you may register or log on to your account at genworth.com and go to the section entitled 'I want to'.

Planned rate increases will take effect only as permitted by the applicable state insurance department and state law. Please note, our ability to obtain needed future rate increases is important to Genworth Life Insurance Company's ability to pay future claims. The inability to obtain needed future rate increases may impair our ability to do so.

#### **Benefits**

The benefit values presented in the accompanying letter are approximate due to rounding. Covered benefits payable at the time of a claim will be calculated in accordance with your policy. Benefits are payable only when you meet the terms and conditions for receiving benefits under your policy.

#### Considerations related to adjusting your coverage

Value of coverage reduction options. All options available to you may not be of equal value. For example, we price the Flexible Benefit option differently than other options so we can change how benefits are paid and offer a guarantee that premiums will not increase for a period of time. This means, coverage under the Flexible Benefit option may cost more than similar coverage under a different reduced benefits option. Some states require policyholders to maintain minimum benefit levels, which may reduce the options available. If you have a Partnership policy, reducing your coverage may result in a loss of Partnership status, a change in your asset protection type and may reduce your overall protection.

Benefit period. Your benefit period is the period of time that is used to calculate the lifetime payment maximum. Your coverage is based on this lifetime payment maximum, not a certain period of time. If your daily/monthly benefit amount and/or the benefit period are reduced, the maximum benefits payable under your policy will automatically be reduced because the policy maximum is a function of the daily benefit amount and the benefit period.

Benefit amounts. In addition, other benefit amounts may be reduced. Changes to the daily/monthly maximum benefit and/or benefit increase option will change the related original benefit amounts and the amount of any benefit increase option increment.

If you elect to drop or reduce your benefit increase option (if applicable), you will keep your increased daily/monthly maximum benefit and your premium will be adjusted accordingly. You may also reduce your daily/monthly maximum benefit and your premium will be further adjusted.

This description of the benefit change process does not apply to the election of the Flexible Benefit option. Please refer to the section entitled Understanding the Flexible Benefit Option for specific information regarding the impact to your benefits if this option is selected.

Benefits paid or payable. Any benefits paid or payable are deducted from the reduced policy maximum. If you have previously been on claim, adjusting your elimination period may not be appropriate. Reducing benefits while you are receiving policy benefits is generally not advisable.



Pay nothing more. If you can't pay further premiums you may have the option of stopping further payments and obtaining a benefit for long term care services approximately equal to the amount of premium paid, please refer to the Coverage Options page for further details.

#### **Understanding the Flexible Benefit Option**

The Flexible Benefit option is designed to help mitigate the impact of premium increases by changing your benefits, while also guaranteeing that your new premium will not increase until at least 2025. This option will change your policy from one that reimburses you for actual expenses incurred to one that pays fixed monthly payment benefits regardless of the amount of the expenses you incur. Overall, the Flexible Benefit option provides a simpler claims process and allows you flexibility in the way you can use your benefit dollars.

The fixed monthly payment benefits vary, primarily by the type of benefit for which you qualify. The types of benefits are the Nursing Home Benefit (up to 100% of the monthly maximum), Assisted Care Facility Benefit (up to 75% of the monthly maximum), or Flexible Care Benefit (up to 50% of the monthly maximum). Payments are adjusted when you are eligible for benefits for only part of a month. When more than one benefit could apply in a month, we will pay only the benefit with the longest period of qualification in that month.

The requirements to qualify for fixed monthly payment benefits are in the Flexible Benefit option endorsement, including the requirement that you meet the policy's initial and ongoing benefit eligibility requirements. Additionally, before we can provide monthly payment benefits, you will have to satisfy the applicable Elimination Period, which is 180 days for the Nursing Home Benefit and Assisted Care Facility Benefit, and 90 days for the Flexible Care Benefit. We will periodically verify your continued eligibility for benefits, including any continued confinement in a Nursing Home or Assisted Care Facility.

Please review the Considerations and Coverage Options pages and the sample endorsement for more details regarding how your benefit and premium amounts may change. In most instances, your benefit levels will be lower with the Flexible Benefit option. You will have the opportunity to select the Flexible Benefit option with or without the 1% inflation protection. All policyholders selecting the Flexible Benefit option will get the same new lifetime maximum and opportunity to select a 1% inflation protection. This means some policyholders selecting the Flexible Benefit option will reduce their available coverage by more than other policyholders. The new lifetime maximum will not be reduced by benefits already paid before selecting the Flexible Benefit option, but future benefit payments will reduce and/or exhaust the lifetime maximum as described in your policy.

There may be other options available to you to mitigate or offset the current premium increase; however, only the Flexible Benefit option includes the guarantee of having no further premium increases implemented on your policy until at least 2025.

Please note: By accepting any change in benefits, you may have a lower dollar amount of benefits available for future claims. This will be shown on the updated schedule page that you will receive if you elect this option. In accordance with your policy, any days which have already satisfied your Elimination Period will continue to count towards your new Elimination Period under the Flexible Benefit option.

The Flexible Benefit option is available up to 60 days after the next Billing Anniversary Date on which your rate increase is effective. If you choose this option, you may change your decision in writing within 60 days of our written confirmation of your benefit changes under this option.

After the 60 day period, you cannot revert back to the benefits you had prior to electing the Flexible Benefit option. The only benefit change that will be available to you going forward is to drop an applicable rider or to elect other changes that we may make available for you to reduce your coverage.

**Important Tax Information:** The benefit provided by the Flexible Benefit option endorsement is a periodic payment without regard to any actual expenses that you incur. Your receipt of benefits under this endorsement may result in taxable income. Genworth does not provide tax advice. You should consult with your tax advisor and other professional advisors to understand potential tax consequences.

#### Select a Limited Benefit with no further premium requirement

You may elect a Contingent Non-Forfeiture Benefit. This rate increase qualifies you to receive a Contingent Non-Forfeiture Benefit. This benefit is available up to 120 days after the next Billing Anniversary Date on which your rate increase is effective. This endorsement allows you to reduce your policy benefits so the required premium payments are not increased and convert your coverage to a paid-up status with a shortened benefit period and reduced benefits plan. A policy lapse at any time during the 120-day period following the due date of the increased premium will be deemed an election of this benefit.

Please note: This Endorsement could significantly reduce the policy benefits. Please review the Contingent Non-Forfeiture Benefit Endorsement for more detailed information prior to making this election.

#### Waiver of Premium benefit

If you are currently receiving a Waiver of Premium benefit, you will not be required to pay the increased premium until the Waiver of Premium benefit no longer applies, as provided for in your policy. At that time, you may want to call one of our Customer Service Representatives to discuss options to reduce the premium increase by changing your policy benefits.

If you are not receiving a Waiver of Premium benefit, you will be required to pay the increased premium, even if you are receiving policy benefits. Prior to paying your bill with the increased premium you may want to call one of our Customer Service Representatives to discuss options you may have to reduce your premiums by changing your policy benefits.

#### Payments by automatic withdrawal/third-party account/online banking

If you are using automatic withdrawals, the new required premium will be automatically deducted from your bank checking account. If you are using a third-party account, or online banking to pay your premiums, please be sure to make the proper adjustments and arrangements for paying the new required premium amount.

#### Time frame to reverse decision

If you opt to reduce your benefits or cancel your coverage, your request to reverse any such decision must be in writing, signed by you, and received by us no more than 60 days after the date of our written confirmation of your reduction/cancellation.

#### Rate increase history

In accordance with the requirements of Pennsylvania where your policy was issued for delivery, we are providing you with the history of previous rate increases that have been implemented on policies that were underwritten by Genworth companies.

#### **About Genworth**

Genworth companies began selling long term care insurance in 1974 and have been the largest provider of long term care insurance policies in the United States. It is important to note that Genworth regularly monitors the business performance of these policies and believes that its companies' reserves are adequate and appropriate at this time. As you review your options, you should know that A.M. Best, a global credit rating agency focused on evaluating the claims paying ability of insurance companies, currently rates Genworth Life Insurance Company's financial strength as C++, indicating A.M. Best's view that Genworth Life Insurance Company has "marginal ability to meet ongoing insurance obligations." To obtain information regarding Genworth company financial strength, please visit genworth.com.



### **GENWORTH LIFE INSURANCE COMPANY**

A Delaware domiciled stock insurance company (herein called We, Us and Our) Administrative Office: [3100 Albert Lankford Drive, Lynchburg, VA 24501]

Insured(s): [John Doe]

Policy Number: [ABC1234567]

This sample Flexible Premium Option Endorsement shows the changes to your policy if this endorsement is selected.

#### FLEXIBLE BENEFIT OPTION ENDORSEMENT

On the Endorsement effective date, this Endorsement is attached to and is made a part of the Policy. It is subject to all parts of Your Policy not in conflict with this Endorsement. This Endorsement will control in the event of a conflict between this Endorsement and any other part or provision of Your Policy, including, for example, any rider, endorsement, or amendment that is a part of the Policy. This Endorsement also controls in the event of a conflict between this Endorsement and Your application for the Policy.

The effective date of this Endorsement is [endorsement effective date].

#### **CHANGES TO YOUR POLICY**

This Endorsement changes Your Policy in the following ways

Lifetime Maximum
The Lifetime Maximum that applies on the Endorsement effective date is changed to the amount shown on the accompanying updated Schedule

## \*The Benefit Increases section applies to the election of the inflation protection option.\*

#### [Benefit Increases

- O As shown on the accompanying updated Schedule, the Benefit Increases provision is [changed to Full Compound 1% Benefit Increases. There will be no benefit increases on the Endorsement effective date. Beginning on the first Policy Anniversary Date that occurs after the effective date of this Endorsement, the Monthly Maximum and Lifetime Maximum amounts will increase in accordance with the Full Compound 1% Benefit Increases provision of the Policy][changed to None. This means Policy benefits will not increase].]
- o [The Full Compound Benefit Increases Rider is changed to replace the Full Compound 5% Benefit Increases Provision with the following:

#### FULL COMPOUND 1% BENEFIT INCREASES PROVISION

On each Policy Anniversary Date Your Monthly Maximum and Lifetime Maximum will each increase by 1% of the prior year's respective Monthly Maximum and Lifetime Maximum amounts. Such annual increases will be available for benefits payable on or after the date of the increases and while this Policy is in force. These increases are not reduced by benefit payments. Benefit Increases cease when the Policy terminates.]

#### Benefits; Required Conditions

Payments under the Policy will be made on an "indemnity" basis, rather than on a "reimbursement" basis. This means that We will make a fixed dollar amount payment, regardless of the actual expenses You incur for Your care (the "Indemnity Payment"), for each calendar month You meet the conditions for an Indemnity Payment. These conditions are as follows:

- o You satisfy the Policy's Eligibility for The Payment of Benefits provision,
- o We have received a Plan of Care that meets the Policy's requirements, that fairly, accurately and appropriately addresses the Qualified Long Term Care Services needed for that month, and that is not for care in a hospital or clinic, a sub-acute care or rehabilitation hospital or



unit, or a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness, and

 You have satisfied the Elimination Period for the Indemnity Payment benefit for which We are making an Indemnity Payment.

#### Indemnity Payments

When You satisfy the conditions for an Indemnity Payment (See <u>Benefits</u>, <u>Required Conditions</u>), the amount of the payment depends on whether You qualify for a Flexible Care Benefit, an Assisted Care Facility Benefit, or a Nursing Home Benefit. If You qualify for more than one benefit in a calendar month, then We will pay only the benefit with the most days of qualification in that month.

- O Qualifying for a Flexible Care Benefit, an Assisted Care Facility Benefit, or a Nursing Home Benefit.
  - Flexible Care Benefit: We will determine if You qualify for a Flexible Care Benefit by the number of qualifying days in a calendar month. A qualifying day for the Flexible Care Benefit is each day:
    - You satisfy the conditions for an Indemnity Payment (See <u>Benefits</u>; <u>Required</u> <u>Conditions</u>),
    - You have previously satisfied the Elimination Period for the Flexible Care Benefit, and
    - You are not confined in a Nursing Home or an Assisted Care Facility. However, this condition will not apply if, before becoming confined to the Nursing Home or Assisted Care Facility, You previously qualified for a Flexible Care Benefit and You have not yet met the Elimination Period for the Nursing Home Benefit or Assisted Care Facility Benefit.

You will qualify for an Indemnity Payment under the Flexible Care Benefit if You have at least one qualifying day for this benefit in a calendar month, and the number of qualifying days for this benefit in that calendar month:

- o exceeds the number of qualifying days for the Assisted Care Facility Benefit, and
- exceeds the number of qualifying days for the Nursing Home Benefit.
- Assisted Care Facility Benefit: We will determine if You qualify for an Assisted Care Facility Benefit by the number of qualifying days in a calendar month. A qualifying day for the Assisted Care Facility Benefit is each day:
  - You satisfy the conditions for an Indemnity Payment (See <u>Benefits; Required</u> <u>Conditions</u>),
  - You are confined as a resident inpatient in an Assisted Care Facility,
  - ♦ Your confinement is consistent with Your Plan of Care, and
  - You have previously satisfied the Elimination Period for the Assisted Care Facility

You will qualify for an Indemnity Payment under the Assisted Care Facility Benefit if You have at least one qualifying day for this benefit in a calendar month, and the number of qualifying days for this benefit in a calendar month:

- exceeds the number of qualifying days for the Nursing Home Benefit, and
- exceeds or is the same as the number of qualifying days for the Flexible Care Benefit.
- Nursing Home Benefit: We will determine if You qualify for a Nursing Home Benefit by the number of qualifying days in a calendar month. A qualifying day for the Nursing Home Benefit is each day:
  - You satisfy the conditions for an Indemnity Payment (See <u>Benefits</u>; <u>Required</u> <u>Conditions</u>),
  - You are confined as a resident inpatient in a Nursing Home,

- Your confinement is consistent with Your Plan of Care, and
- You have previously satisfied the Elimination Period for the Nursing Home Benefit.

You will qualify for an Indemnity Payment under the Nursing Home Benefit if You have at least one qualifying day for this benefit in a calendar month, and the number of qualifying days for this benefit in a calendar month:

- exceeds or is the same as the number of qualifying days for the Assisted Care Facility Benefit, and
- exceeds or is the same as the number of qualifying days for the Flexible Care Benefit.

#### o Indemnity Payment amounts.

- Benefit payments available under the Policy are limited to the Indemnity Payment benefits described in this Endorsement. Indemnity Payments are subject to the Lifetime Maximum.
- If the Policy covers two Insureds, then Indemnity Payments are subject to the "individual maximum" described in the Note About Pennsylvania Minimum Standards provision of the Policy. The "individual maximum" is equal to the Lifetime Maximum reduced by the equivalent of one year's benefits (12 times the Monthly Maximum).
- All Indemnity Payments are subject to the Monthly Maximum on the accompanying Schedule.
- You can qualify for no more than one Indemnity Payment benefit (Flexible Care Benefit, Assisted Care Facility Benefit of Nursing Home Benefit) in a calendar month. In no event will the total Indemnity Payment in a month exceed the Monthly Maximum.
- If the total number of qualifying days for the Flexible Care Benefit, Assisted Care Facility Benefit, and Nursing Home Benefit is at least 15 days in a calendar month, then the Indemnity Payment for the Flexible Care Benefit, Assisted Care Facility Benefit, or Nursing Home Benefit for which You qualify will equal an amount as follows:
  - ♦ Flexible Care Benefit 50% of the Monthly Maximum
  - Assisted Care Facility Benefit 75% of the Monthly Maximum
  - Nursing Home Benefit 100% of the Monthly Maximum

If the total number of qualifying days for the Flexible Care Benefit, Assisted Care Facility Benefit, and Nursing Home Benefit is less than 15 days in a calendar month, then We will make a reduced Indemnity Payment. The reduced Indemnity Payment for the Flexible Care Benefit, Assisted Care Facility Benefit, or Nursing Home Benefit for Which you qualify will equal an amount as follows:

- Flexible Care Benefit 25% of the Monthly Maximum

  Assisted Care Facility Benefit 37.5% of the Monthly Maximum
- Nursing Home Benefit 50% of the Monthly Maximum
- Temporary Absences from a Nursing Home or an Assisted Care Facility. Confinement in a Nursing Home or an Assisted Care Facility will include temporary absences that meet the requirements of the Bed Reservation Benefit. The total number of temporary absences for both the Nursing Home Benefit and Assisted Care Facility Benefit cannot exceed the maximum allowable days under the Bed Reservation Benefit. Your Policy will pay no separate benefit under the Bed Reservation Benefit.



#### Waiver of Premium

We will waive the premium payments for each coverage month that begins during a period for which benefits are paid or payable under:

- o The Nursing Home Benefit, after satisfying the Elimination Period for the Nursing Home Benefit;
- The Assisted Care Facility Benefit, after satisfying the Elimination Period for the Assisted Care Facility Benefit; or
- The Flexible Care Benefit, after satisfying the Elimination Period for the Flexible Care Benefit.

#### Elimination Period

The Elimination Period is changed to be the number of days You have to meet the conditions for an Indemnity Payment (See <u>Benefits</u>; <u>Required Conditions</u>), other than the condition that You satisfy the Elimination Period, before a particular Indemnity Payment benefit can be paid.

As shown on the accompanying updated Schedule, the Elimination Period is 90 days for the Flexible Care Benefit. The Elimination Period is 180 days for the Nursing Home Benefit and the Assisted Care Facility Benefit.

Any days that count towards Your Elimination Period will count towards the Elimination Period for each of the three Indemnity Payment benefits. Any days that counted towards Your Elimination Period prior to the effective date of this Endorsement will continue to count towards Your Elimination Period.

Once the Elimination Period is satisfied for a particular Benefit, You will never have to satisfy a new Elimination Period for that Benefit unless, subsequent to satisfying that Elimination Period, You add additional days to that Elimination Period which have not previously been satisfied.

#### Proofs of Loss Not Required

Written proofs of loss, such as invoices or copies of checks, will not be required to receive an Indemnity Payment under this Endorsement.

If You are receiving Indemnity Payments based on the Assisted Care Facility Benefit or Nursing Home Benefit, We may confirm at any time, Your confinement in the facility as a resident inpatient, and that the facility satisfies the Policy requirements.

#### Time of Payment of Claim

We will make an Indemnity Payment following the end of each calendar month for which You qualify for an Indemnity Payment

#### Policy Exclusions

The following Policy exclusions will no longer apply:

- o The exclusion for services provided by a Family Member, and
- The exclusion for services for which no charge is normally made in the absence of insurance.

All other Policy exclusions will continue to apply, except that Benefits will not be conditioned upon the actual expenses You incur.

#### Indemnity Payments are not Reduced by other Coverage

Indemnity Payments will be paid without regard to other insurance coverage You have with Us. Indemnity Payments will also be paid without regard any federal, state or other governmental health care program or law.

### Policy Benefits that are Removed from the Policy

The following benefits are deleted from and are no longer available with Your Policy.

- o Home Care Benefit
- o Respite Care Benefit

- o Caregiver Training Benefit
- o Equipment Benefit
- Alternative Care Benefit
- o International Coverage Benefit

You may be able to use Indemnity Payments for which You qualify to pay for expenses that would have been covered by the deleted benefits.

[Policy Riders and Rider Benefits that are Removed from the Policy

The following Rider(s), and all benefits under the Rider(s), are deleted from and are no longer available with Your Policy:

- Restoration of Benefits Rider
- o [Automatic Equal Benefit Increases Rider]
- o [Full Compound Benefit Increases Rider]

As of the effective date of this Endorsement, You will no longer pay the additional premium associated with any deleted Rider(s).]

#### IMPACT TO YOUR PREMIUM

Once this Endorsement becomes effective, while We may begin the regulatory process of seeking a premium increase at any time, We will not increase Your Policy premium until at least the Policy Anniversary Date that occurs on or after January 1, 2025. Premium increases are subject to the "We have a limited right to change premiums" provision on Page 1 of Your Policy.

#### LIMITED OPTIONS TO CHANGE COVERAGE

If You decide that You do not wish to keep the benefit changes made pursuant to this Endorsement but instead decide to revert to the benefits You had prior to selecting this Endorsement, You must send, and We must receive, Your signed and written request to change Your decision within 60 days of Our written confirmation of the benefit changes made pursuant to this Endorsement. Otherwise, the only benefit changes You may make under the Policy are to drop an applicable rider, or make such other changes that We may make available for You to reduce Your coverage.

#### DISCLOSURE OF POSSIBLE TAX CONSEQUENCES

The benefit provided by this Endorsement is a periodic indemnity payment without regard to any actual expenses that You incur. Your receipt of benefits under this Endorsement may result in taxable income. You should consult with Your tax advisor and other professional advisors to understand potential tax consequences.

In all other respects, the provisions of the Policy remain the same.



### **GENWORTH LIFE INSURANCE COMPANY**

A Delaware domiciled stock insurance company (herein called We, Us and Our) Administrative Office: 3100 Albert Lankford Drive, Lynchburg, VA 24501

Insured/Policyholder: Garry M Davis Policy Number: AAA5198919

### CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

This Endorsement is to be attached to, and adds the following Contingent Nonforfeiture Benefit to the above identified Policy.

#### The Benefit

This Benefit allows You to convert to a Shortened Benefit Period, as described below, if We make a substantial increase in the premium for the Policy.

#### **How This Benefit Works**

If We make a substantial increase in Your premium, as determined by the following Table, We will do all of the following at least 60 days prior to the date the premium increase is to take effect:

- offer to reduce Your current level of Coverage without proof of insurability so that the premium for the Policy is not increased;
- offer to convert the Policy to a paid-up status with a Shortened Benefit Period as described below. This option may be elected at any time during the 120-day period following the date of the premium increase; and
- notify You that a default or lapse at any time during the 120-day period following the date
  of the premium increase will be deemed to be the election of the preceding offer to
  convert. A default or lapse is Your failure to pay the required premium within the Grace
  Period.

#### Table Indicating a Substantial Premium Increase\*

Issue	Increase Over	Issue	Increase Over	Issue	Increase Over
<u>Age</u>	Initial Premium	<u>Age</u>	Initial Premium	<u>Age</u>	Initial Premium
29 and under	200%	66	48%	79	22%
30 – 34	190%	67	46%	80	20%
35 – 39	170%	68	44%	81	19%
40 – 44	150%	69	42%	82	18%
45 – 49	130%	70	40%	83	17%
50 – 54	110%	71	38%	84	16%
55 – 59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

\* Percentage increase is cumulative from date of original issue. It does NOT include any increases attributed to later changes or Your election of additional or increased benefit levels.



#### **Shortened Benefit Period**

If You convert in accordance with the above, the Policy will continue with a reduced Coverage Maximum. It will have the same Benefits, Elimination Period requirements and other payment limits that were in effect at the time of lapse or election to convert. These limits will not be affected by any Benefit Increases provision. The amount of reduced Coverage Maximum will be the greater of:

- 100% of all premium paid for the Policy, excluding any waived premium; or
- the maximum amount in effect at the time of default or lapse for one month (30 days) under the Nursing Facility Benefit.

It will not be reduced by any Benefits previously paid under the Policy.

#### **Payment Limitations**

Payment is subject to the limits determined above for the Shortened Benefit Period plan. In addition, the total amount payable under this Benefit and the Policy, while it was in force prior to conversion, is limited to the maximum amount that would have been paid if the Policy had remained in premium paying status. This Benefit will not apply if the Policy is continued in accordance with any other Nonforfeiture Benefit.

In all other respects the provisions and conditions of the Policy remain the same.

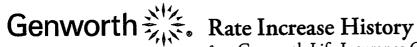
Signed for Genworth Life Insurance Company.

Vidal J. Torres, Jr. Secretary

N. ll 25.

Brian K. Haendiges
President and Chief Executive Officer

Brian k. Haundiges



Genworth Life Genworth Life of New York Administrative Office: 3100 Albert Lankford Drive Lynchburg, VA 24501

from Genworth Life Insurance Company and Genworth Life Insurance Company of New York<sup>†</sup>

Page 1 of 2

• Your policy form number is located on the lower left-hand corner of the first page of your

#### **Rate Increase History**

The company has sold long term care insurance since 1974. In the past 10 years, the company has raised its rates on policy forms that are no longer available for sale. Following is a summary of the rate increases:

Policy Form Series - Not every series was available in every state	Years Available for Sale	Percentage of Increase	Effective Year <sup>2</sup>
6484, 6667, 7003, 7021, 50000, 50001, 50003, 50004, 50006, 50013, 50018, 50020, 50021,	1988-2003	0-88%	2012-2015
50022, 50023, 50029, 50100, 50107, 51000		0-60%	2014-2017
		0-70%	2016-2019
		0-136.4%	2018-2022
		0-99.6%	2019-2022
		0-29.2%	2020-2023
		0-119.2%	2021-2024
7000, 7002, 7011, 7012A, 7020, 7022, 7024, 50024, 50027, 50109, 50110, 51001, 51002	1993-2005	0-118%	2012-2015
- 4, 꽃이 아팠 악이 있는 요즘 모든 아이를 모든 것 않는 경찰 한 경험을 보고 있다.		0-60%	2014-2017
그 없이 불과 기능이 많은 그렇게 되었다면 그렇게 보면 그렇게 들어 그렇게		0-67%	2016-2019
- 프롤트 프로그램 및 및 프로그램 프로그램 프로그램 프로그램 및		0-98.1%	2018-2021
그룹 16 일본 및 프랑이트로 이글리고 말을 받았다.		0-125.5%	2019-2022
		0-68.1%	2020-2023
· 물론에 물리 가족 이 아름이 하면 하는 사람이 하면 말을 하지만 생물이 되었다. 		0-141.7%	2021-2024
7011A, 7012B, 7012C, 7030, 7031, 7032, 7033, 7034, 50024D, 51005, 51006, 51007	1997-2004	0-97%	2012-2016
		0-60%	2014-2017
		0-67%	2016-2019
		0-98.1%	2018-2021
		0-136.7%	2019-2022
		0-80.7%	2020-2023
		0-190.6%	2021-2024
7025, 7035, 7037, 7037A, 7037C, 51010, 51011	2001-2006	0-60%	2012-2015
그렇게 많이 하나 사람이 들어 나는 그는 그들은 살이 살아보다 되었다.		0-78%	2014-2017
그 경기에 가장 많아 되는데 하는데 하는데, 이 그 이 그리고 있다는 것 같아 하면 되는데		0-67%	2016-2019
그렇게 그렇게 뭐라 내가 얼마나 하는 그를 가게 되는 것이다.		0-182.7%	2018-2021
그렇게 하면 살게 하면 이렇게 하는 그런 나랑이 되었다면 하다는 말했다.		0-113.5%	2019-2022
그렇다는 얼마는 얼마나 생일 않는 그들을 받는 것들이 다음을 모르는데 모든		0-82%	2020-2023
		0-343.4%	2021-2026



<sup>&</sup>lt;sup>†</sup> Only Genworth Life Insurance Company of New York is admitted in and conducts business in New York.

### Rate Increase History Page 2 of 2

### **Rate Increase History Continued**

Policy Form Series - Not every series was available in every state	Years Available for Sale	Percentage of Increase <sup>1</sup>	Effective Year <sup>2</sup>
7035AX REV, 7035AX REV 2009, 7037C REV, 7037C REV2, 7037C REV 2009, 7042, 7042REV,	2003-2012	0-60%	2014-2017
7043, 7043REV, 7044, 7044REV, 7045, 51012, 51012REV, 51014, 51014REV, 51015, 51015REV		0-52.8%	2017-2020
		0-98.1%	2018-2021
		0-71%	2019-2022
		0-135.8%	2020-2023
		0-153.2%	2021-2024
7040	1999-2012	0-35%	2013-2016
스러폰을 보고 사용화학 회사 회장 등에 가장 보이는 그 기가 있는 것이 되었다.		0-15%	2016-2019
그 생활들이 함께 되는 문제의 해양으로 보고 그래요 된 하는 보고 하고 보고 보고 있다면 되는 것으로 그는 것 같아 나를 보면 하게 했다면 하는 것도 있는 것은 그것은 그 사람들이 살아 소설한다면 했다.		0-69.8%	2018-2022
는 하고요. 등 나는 하는 것이 나도요. 등 요한 사람들이 가는 사람들이 가는 하는 것이 되었다. 그는 것이 되었다는 것이 되었다는 것이 되었다. 그는 것이 되었다는 것이 되었다. 그런 것은 것이 가장 하는 것이 되었다는 것이 되었다는 것이 되었다는 것이 되었다. 그런 것이 되었다는 것이 되었다는 것이 되었다.		0-45%	2019-2022
		0-35%	2020-2023
그림, 집 기를 가면 하는 것이 되었다면 그리는 이번 경기는 어린이다.		0-101.9%	2021-2024
7046 (Employer Group)	2004-2016	0-65.1%	2020-2023
		0-70.6%	2021-2024
7046 (AARP Group), 7050, 7053	2007-2013	0-95%	2021-2023
7052	2011-2014	0-66.4%	2020-2023
	:	0-73.2%	2021-2024
8000, 8001	2013-2017	0-69%	2021-2023

<sup>&</sup>lt;sup>1</sup> The amount of the rate increase may vary by state; policy form series; or policy type. The percentage of increase shown reflects the aggregate effect of more than one rate increase request.

<sup>2</sup> Future effective dates reflect rate increases allowed but not yet implemented.

